

A-202



**Harper  
Houf Peterson  
Righellis Inc.**

ENGINEERS ♦ PLANNERS  
LANDSCAPE ARCHITECTS ♦ SURVEYORS

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**TO:** Anita Ashton – City of Camas  
**FROM:** Chuck Harper - Harper Houf Peterson Righellis Inc.  
**DATE:** April 18, 2016  
**SUBJECT:** Friberg Wetland Mitigation Monitoring Services (Project No. SS-566C)  
Professional Services Proposal and Agreement

As requested by the City of Camas, Harper Houf Peterson Righellis Inc. (HHPR) proposes to provide five year monitoring services for the Friberg Road Wetland Mitigation Site east of NW Inglewood Street and north of NW 38<sup>th</sup> Avenue, Camas, Washington

**SCOPE OF SERVICES**

HHPR will provide wetland assessment monitoring and reporting for the Friberg Wetland Mitigation Site per scope of services identified in Exhibit "A".

**PROPOSED PROFESSIONAL FEES**

Based on the scope of services and assumptions noted in Exhibit "A", HHPR proposes to be compensated on a time and material basis per Exhibit "B" with a total estimated not to exceed fee of \$84,080.

**AGREEMENT**

Please refer to Exhibit "C" for HHPR's Standard Terms and Conditions. Changes to the assumptions or project description that result in significant revisions to our work will be considered additional services. The fee for additional services will be discussed and agreed upon prior to performing those services.

HHPR agrees to comply in accordance with all relative regulations of Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21.

If you agree with this proposal, please sign on the space provided and return a signed copy.

**HARPER HOUF PETERSON RIGHELLIS INC.**

Charles L. Harper, PE

Principal

**CITY OF CAMAS**

BY: \_\_\_\_\_

Title: Mayor \_\_\_\_\_

Date: May 2, 2016 \_\_\_\_\_

# EXHIBIT A

## CITY OF CAMAS FRIBERG WETLAND MITIGATION MONITORING 2016-2020

### Task 1: Monitoring Establishment (2016)

#### Maintenance Contractor Review

To assist the City of Camas (City) with close-out of the warranty period, HHPR staff will:

- Meet with City and maintenance contractor (GW Deal) staff on-site to review plant survival;
- Discuss recommended actions with contractor and City staff relative to necessary replanting;
- Have GW Deal confirm the irrigation system is functional; and
- Prepare a summary of review.

#### Hydrologic Baseline and Monitoring in Wetland Creation Area

During the early 2016 growing season (late February – late March) surface hydrology was determined through a qualitative assessment. The assessment was by a pedestrian survey to establish the limits of surface inundation. The limits of inundation were photo-documented and sketches of the limits were made.

Based on the early season qualitative assessment and subsequent monitoring, staff will construct and install four hydrologic monitoring locations in the wetland creation area. These monitoring locations will be a combination of wells (per guidance provided by the US Army Corps of Engineers [USACE] Wetlands Regulatory Assistance Program<sup>1</sup> and USDA Natural Resource Conservation Service<sup>2</sup>) and staff gauges (for open water locations). Following the well installation a second field visit will be conducted to pump out the wells to make sure they are recharging. After installation the coordinates of the wells and staff gauges will be determined using a handheld GPS.

#### Vegetation Transect Locations

HHPR staff will establish four vegetation monitoring transect locations. Two transects will be located in the wetland creation area and two transects will be located in the wetland enhancement area. Each transect will be 50 to 100 feet long, depending on location. Transect locations will be permanently identified with a buried steel pin and wooden stake. Staff will collect GPS data at the transect endpoints.

#### Photograph Point Locations

Permanent photograph locations will be established at the following locations:

- Site Overview Photographs: At five locations identified in the mitigation plan;
- Vegetation Photographs: One from the endpoint of each permanent transect (total of eight points), looking along the transect; and
- Hydrologic Monitoring Photographs: as appropriate based on well and staff locations.

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<sup>1</sup> USACE. 2005. Technical Standard for Water-Table Monitoring of Potential Wetland Sites, ERDC TN-WRAP-05-02. USACE Research and Development Center, Vicksburg, Miss.

<sup>2</sup> Sprecher, S.W. 2008. Installing monitoring wells in soils (Version 1.0). National Soil Survey Center, USDA Natural Resources Conservation Service, Lincoln, Neb.

Permanent photograph locations will be marked with a buried steel pin and wooden stake. HHPR staff will collect GPS data at the photograph point locations. Site photographs taken during pedestrian surveys or at random soil excavation sites will not be permanently marked, but may be geo-referenced to record approximate location.

#### Assumptions:

- Well construction/installation does not encounter problematic soil conditions and will be completed by two staff members in one field day.
- Staff gauges will be installed when ponded water (inundation) recedes.
- Wells, gauges, and sample location markers will not be vandalized or require reinstallation.
- The coordinates of wells and gauges will be determined using a handheld GPS.
- Field review of the maintenance contractor's plantings and irrigation system check can be completed in two field days (16 hours).
- Maintenance contractor will supply tabulated list of plants installed and can quickly show locations of each plant in the field.
- Inundation in the creation area may preclude access during April and thus necessitate estimates of survival from the water's edge, reducing confidence of identification and viability of plants.
- Findings of maintenance contractor will be no longer than a two-page memorandum, summarizing conformation of installation of the plants and irrigation system status.

#### **Deliverables:**

- Summary of maintenance contractor review (electronic draft and final).

## **Task 2: Annual Monitoring for Years 1 through 5 (2016-2020)**

### Data Acquisition

Mitigation monitoring data will be collected each monitoring year and will include an assessment of site hydrology in the establishment/creation area, plant survival and cover, the presence and condition of habitat features, and site photographs to document these conditions.

Annual hydrologic information will be collected during five weekly visits, approximately seven days apart. The monitoring will begin in late-February (depending on winter rainfall and site conditions) and continue to early-April (depending on site conditions and when monitoring starts). Water levels in the wells will be measured from the top of the well casing, using a tape measure or water level sounder. Staff gauges will be read directly.

Species and plant mortality data will be collected for planted specimens along the four previously established transects. Monitoring will take place during the late spring or early summer with the goal of doing monitoring within the same 3 week window each year. The line intercept method (Bonham 1989<sup>3</sup>; Coulloudon et al. 1999<sup>4</sup>) will be used to determine plant cover. Plant survival and vigor will be determined using the belt-transect method (Stehman and Salzer 2000<sup>5</sup>). Data will be collected by identifying plant species, condition and location along a 100-foot tape measure, and then recording the data on a data form. A densitometer may be used to determine if plants intersect the transect line.

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<sup>3</sup> Bonham, C. D. 1989. Measurements for Terrestrial Vegetation. John Wiley & Sons, New York, NY.

<sup>4</sup> Coulloudon, B., K. Eshelman, J. Gianola, N. Habich, L. Hughes, C. Johnson, M. Pellant, P. Podborny, A. Rasmussen, B. Robles, P. Shaver, J. Spehar, J. Willoughby. 1999. Sampling Vegetation Attributes. BLM Technical Reference 1734-4, Denver, Colo.

<sup>5</sup> Stehman, S. and D. Salzer. 2000. Estimating density from surveys employing unequal-area belt transects. Wetlands 20 (3): 512-519.

Other general observations will be made, such as the presence and condition of installed habitat features, condition of the critical area signage, the presence of litter, presence of invasive species or noxious weeds, observed wildlife signs.

#### Mitigation Monitoring Report

An annual Mitigation Monitoring Report will document the site conditions for each monitoring year. The report will follow the general format:

- Introduction, including site location and permit numbers;
- Monitoring Schedule and Performance Standards;
- Data Collection Methods;
- Results, including a summary of hydrologic and vegetation data;
- Conclusions, including discussion, if needed, of maintenance needs, adaptive management requirements, and follow up actions; and
- Appendices, including as appropriate data forms for hydrology and vegetation monitoring, site photographs, and a map of all sample locations and permanent photograph points.

#### Assumptions:

- Hydrologic monitoring will consist of five visits approximately seven days apart, anticipated to take place between late-February and early-April. Time includes travel to and from the site, mobilization and demobilization.
- Vegetation data will be collected by a two-person team and the field effort is not expected to exceed one field day for the team.
- The Mitigation Monitoring Report is expected to be approximately 10 pages in length, not including appendices, maps, and photographs.

#### **Deliverables:**

- Draft Annual Monitoring Report (one draft electronic copy for the City and two bound hardcopies, for years 1-5).
- Final Annual Monitoring Report (one electronic copy for the City for years 1-5).
- Four bound hardcopies for review by USACE for years 1, 2, 3, and 5).

### **Task 3: Project Planning and Coordination**

HHPR will support general project planning throughout the project via non-technical, internal project activities, such as invoicing, throughout the project.

#### Assumptions:

- Project involvement is February through August each year (2016-2020).
- Level of effort is estimated as 1 hour per month for senior staff.
- Level of effort is estimated as 0.5 hour per month for administrative support staff.

#### **Deliverables:**

- Invoices and associated coordination.

### **Task 4: Annual Maintenance Coordination**

HHPR will coordinate with the maintenance contractor (procured by the City) to address questions and discuss issues.

Assumptions:

- Level of effort for office and field effort is estimated as 8 hour per year for senior staff.
- One field meeting each year between senior staff and contractor staff (not to exceed 6 hours preparation, travel, and meeting time).

**Deliverables:**

- One contractor meeting per year.

**Task 5: Project Contingency Fund**

Provide additional services, on an as-needed basis, when approved and authorized by the City. Authorization by the City shall be written, which may be an email notification.

# Harper Houf Peterson Righellis Inc.

**EXHIBIT B**

April 18, 2016

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**CITY OF CAMAS**

**FRIBERG WETLAND MITIGATION MONITORING 2016-2020**

	Annual Monitoring Fee				
	2016	2017	2018	2019	2020
<b>Task 1: Monitoring Establishment (2016)</b>	\$8,500.00				
<b>Task 2: Annual Monitoring for Years 1 through 5 (2016-2020)</b>	\$10,266.00	\$10,266.00	\$10,266.00	\$10,266.00	\$10,266.00
<b>Task 3: Project Planning and Coordination</b>	\$1,580.00	\$1,580.00	\$1,580.00	\$1,580.00	\$1,580.00
<b>Task 4: Annual Maintenance Coordination</b>	\$1,270.00	\$1,270.00	\$1,270.00	\$1,270.00	\$1,270.00
<b>Annual Totals</b>	<b>\$21,616.00</b>	<b>\$13,116.00</b>	<b>\$13,116.00</b>	<b>\$13,116.00</b>	<b>\$13,116.00</b>

**Tasks 1-4: Total for Years 2016-2020 = \$74,080.00**

**Task 5: Project Contingency Fund = \$10,000.00**

**CONTRACT TOTAL: \$84,080.00**

(Contract Total includes Task 5 Project Contingency Fund to provide additional services,  
on an as needed basis, when approved and authorized by the City)

## EXHIBIT C – STANDARD TERMS AND CONDITIONS

Unless otherwise stated (or enclosed) in the contract, the following terms and conditions will apply.

**Authorization to Proceed.** Any request by Client for HHPR to proceed with work shall constitute an express acceptance to all terms of this agreement, including these general provisions.

**Termination and Assignment.** Either Client or HHPR may terminate this Agreement by giving 30 days written notice to the other party. In such event, Client shall immediately pay HHPR in full for all work previously authorized and performed prior to effective date of termination. This Agreement is between Client and HHPR and is not transferable without the written consent of the other party.

**Fees and Estimates.** Charges for services will be billed in accordance with HHPR's standard bill rates. Bill rates are reviewed and may be adjusted annually.

**Indemnification, Insurance & Limitation of Liability.** Client hereby agrees to indemnify and hold harmless HHPR from any claim, demand, loss or liability, including reasonable attorney's fees that results from for any loss, damage, or liability arising from any acts by the Client, its agents, staff, and/or other consultants or agents that act at the direction of Client.

HHPR is covered by a general liability insurance policy with an aggregate limit of \$2 million / \$1 million per occurrence and a professional liability with an aggregate limit of \$2 million / \$2 million per claim. Client agrees that in no case shall HHPR's liability to the Client for any cause or combination of causes, in the aggregate, exceed the amount of HHPR's remaining professional liability coverage.

**Professional Standards.** HHPR services shall be performed in a manner consistent with that degree of care, skill, and diligence maintained by professionals providing similar services in HHPR's local community at the time that HHPR provides services under this Agreement. HHPR makes no warranties, whether express or implied, with respect to the services rendered hereunder.

**Ownership of Documents.** It is understood and agreed that the calculations, drawings, and specifications prepared pursuant to this Agreement ("Work Product"), whether in hard copy or electric media including BIM models form, are instruments of professional services intended for one-time use by Client only for this project only. Work Product is and shall remain the property of HHPR. Client shall not obtain the right to use the Work Product, even for one-time use unless all amounts due under this Agreement are paid in full and HHPR agrees in writing. If Client is in possession of any Work Product and has not paid any amount due hereunder, HHPR may demand return of the Work Product, and may specifically enforce Client's obligation to return such Work Product subject to duties imposed upon Client under the Washington State Public Records Act.

**Payment Terms & Conditions.** Monthly invoices will be issued for all work covered by this agreement. Client agrees that if it disputes any portion of an invoice, Client must notify HHPR of such dispute in writing within 30 days of the invoice date or will otherwise waive any right to dispute the invoice.

Invoices are due and payable on receipt. All amounts more than 30 days past due will be subject to finance charges. Finance charges are computed at a periodic rate of 1.5% per month. Failure to timely pay any amounts is a material breach of this Agreement. In such event, HHPR may suspend service and obligations and may further withhold plans, documents, and other information. HHPR may claim a lien for all materials, labor, and services furnished if any amount due hereunder is not timely paid.

In addition to the principal amount and finance charges due, Client agrees to pay HHPR all collection costs that HHPR incurs, regardless of whether or not litigation is initiated, including but not limited to reasonable attorney's fees, court costs, and charges for HHPR staff time (at HHPR's standard rates).

**Notice of Claims.** Client shall, and expressly agrees to, provide HHPR immediate written notice of any facts that could potentially result in any potential claim against HHPR, including but not limited to any dispute, any claimed damages, any perceived failure by HHPR, or otherwise. As a condition precedent to any recovery from HHPR, Client shall give HHPR written notice of any such claim or facts that could result in a claim not later than ten (10) days after the date the client receives notice of the potential claim. Client's failure to provide such notice, for any reason, shall constitute waiver of such claim.

**Venue.** Any litigation initiated in connection with this agreement shall take place in Clark County, Washington, unless such case involves a lien claim that must be litigated elsewhere as a matter of law. All claims of any nature that relate to this Agreement shall be subject to Washington law, unless such claims relate to the foreclosure of a lien and are, as a matter of law, subject to the laws of another state.

**Enforceability / All Terms Material.** All provisions herein are material to HHPR's agreement to provide services, and were expressly negotiated by the parties. In case any one or more of the provisions contained in this agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired.